Circumstances of the Injury of Charles E. Cumberland.

DECISION OF THE SUPREME COURT

Obligations of Railways and the Perils of Trespass.

CONTRIBUTORY NEGLIGENCE

se of great interest to the people of the District was decided by the United States Supreme Court last Monday. This was the case of the Baltimore and Potomac Railroad Company, plaintiff in error, against Charles Emmet Cumberland. As old in The Star at the time of the decision the lower court was upheld in its decision in favor of damages for the boy, who was run over and injured by a train.

Action was begun in this case to recover damages for injuries to the twelve-yearold boy, Charles Emmet Cumberland, the which was handed down by Mr. Justice Brown defining questions of responsibility for railroad accidents in a very full and lucid manner.

undisputed facts were that the plaintiff, who was twelve years and four months of age at the time of the accident, was a or age at the time of the accident, was a street lamplighter by occupation, and for more than a year prior thereto had been engaged, under his father's direction, in lighting street lamps in the vicinity of the company's tracks on Maryland avenue in

How the Accident Occurred. The accident occurred about dark on the

evening of December 10, 1894. The weather nessest rainy, foggy and very cold, according to others. The boy, having lighted a lamp on the south side of Maryland avenue hamp on the south side of Maryland avenue, between 13½ and 14th streets, started across Maryland avenue and the tracks of the company, for the purpose of lighting a tamp directly opposite on the north side of the street. There was a curve in the tracks it this point, made by a turn in the rallroad from Long bridge into Maryland avenue. separated therefrom by curbs which ected eight inches above the adjacent way. These curbs were about five feet outer rails on either side, and the face of the street. The plaintiff, lighted a lamp on the south side,

At this part of the avenue there are four or five railway tracks—two main tracks on the north side, used for passenger trains: a third to the south of these two, used for reight trains, which was the one on which the accident occurred; south of that a track diverging eastwardly into the freight station of the Richmond and Danville Railroad Company to the south of the avenue, and still further south, and south even of the gas lamp which the boy had lit, a switch diverging from the east into a private coal yard. About the place of the accident, and thence westward toward 14th street, the tracks begin a curve so as to reach the Long bridge at the foot of that street, and to the south, upon the inner street, and to the south, upon the inner side of this curve and about the line of 14th street, there was a switchman's box,

side of this curve and about the line of 14th street, there was a switchman's box, which to some slight extent obstructed the view from the east of trains coming to the avenue from the bridge.

As the boy had passed or was passing the Richmond and Danville track, and was approaching the freight track, his attention was directed to a passenger train going out on the northeramost track toward the bridge. When this had passed he proceeded on his way across, and having stepped on the freight track, he was struck, knocked down and injured by the tender attached to an engine drawing the work train, which, he states, he had not seen, although he testifies that he had looked in that direction, had listened for approaching trains and had neither seen nor heard any. The defense rested chiefly upon the contributory negligence of the plaintiff in crossing the track at this point without sufficient care in looking out for the approach of trains.

The trial resulted in a verdict for the

proach of trains.

The trial resulted in a verdict for the ried by the defendant to the Court of Appeals, and the judgment of the Supreme Court affirmed, whereupon defendant sued out a writ of error from this court.

Negligence of the Defendant. Mr. Justice Brown, in delivering the opin-

ion of the court, said:

"Upon the trial the court left it to the copon the trail the court left it to the fury to say whether the defendant was guilty of negligence in either of four particulars; (1) In failing to protect the tracks by a fence at the point where the accident occurred; (2) is failing to provide a proper light to give warning of the approach of the train; (3) the distance passed over by the train after it struck the plaintiff and before it was brought to a ston exover by the train after it struck to a stop, as tiff and before it was brought to a stop, as bearing upon the question of speed; (4) and whether the persons in charge of the engine were keeping a proper lookout. These questions were all left to the jury, and, presumptively at least, determined against

The regulations of the Commissioners "I. The regulations of the Commissioners of the Bistrict, adopted in pursuance of an act of Congress, approved January 26, 1887, and a joint resolution of February 26, 1892, require that 'whenever the grade of a steam railroad track is approximately even with the adjacent surface, the line of the road shall be securely closed on both sides with a substantial fence," &c. There was no fence upon either side of the track where the accident occurred. The facts were that the track, at the point where the plaintiff was attempting to cross at the time of the the track, at the point where the plaintiff was attempting to cross at the time of the accident, was not over two feet two inches higher than the level of the street, and was considerably less than that. The argument of the defendant is that, under this state of facts, the court had no right to submit the question to the jury whether, within the meaning of the regulations, the grade of the track at this point was 'approximately even with the adjacent surface' of the street. There was also some testimony tending to show that it was impracticable to build a fence there consistently with the proper management of the road.

Absence of a Fence.

Absence of a Fence.

"Had the sole design of the fence been to prevent the crossing of vehicles at this point, it would be difficult to say that an point, it would be difficult to say that an elevation of two feet two inches above the surface of the street made the track approximately even with the adjacent surface; but evidently more than this was contemplated by this regulation, which looked to the protection of pedestrians, as well as vehicles. The object of the fence is to prevent all crossing of the tracks, and unless the elevation be such as to render it practically impossible to cross, it is a question for the jury whether the track is not approximately even with the track is not approximately even with the surface of the street. An elevation of two feet would afford no serious obstacle to the test would afford no serious obstacle to the crossing of foot passengers, and apparently presented no difficulty to the plaintiff, as he had already mounted the track when he was struck by the tender. Had there been a fence upon either side of the track between 13½ and 14th streets, the plaintiff would have been obliged to cross the track at one of the street crossings, in order to reach the lamp which he intended to light. the lamp which he intended to light, he accident would probably not have red. As bearing upon the practicaof a fence at this point, it is pertito note that, after the accident ocd, a fence was erected along the
side of the track between these two
s, and still remains them. proper to leave the question of the fence to the jury, and we have no criticism to make of the charge upon that point." The train carried but an ordinary lan-tern, and the question had been left to the jury in the lower court to decide was sufficient light within the

Contributory Negligence.

ROAD HAD TO PAY the question of contributory negligence, and upon the refusal of the court to direct a rerdict for the defendant upon that ground. The defense of contributory negligence one which admits, or at least presupposes, negligence on the part of the defendant, and the party in fault thereby seeks to cast upon the plaintiff the consequence of his own failure to observe the precautions which the circumstances of the case demanded. In determining the existence of such negligence, we are not to hold the such negligence, we are not to hold the plaintiff liable for faults which arise from plaintiff liable for faults which arise from inherent physical or mental defects, or want of capacity to appreciate what is and what is not negligence, but only to hold him to the exercise of such faculties and capacities as he is endowed with by nature for the avoidance of danger. The defendant is primarily liable for his own negligence, and can only escape liability for a non-observance of such precautions as his observation or the experience of others teaches him to be necessary by proving that the accident would not have occurred if the plaintiff had taken such precautions as his own observation and experience had taught him to be necessary. Hence the plaintiff is liable only for the proper use of his own faculties, and what may be justly held to be contributory negligence in one is not necessarily such in another. There is no hard and fast rule applicable to every one under like circumstances. To an adult in full recreative to the such as the such as the contributory of the proper is no hard and fast rule applicable to every one under like circumstances. There is no hard and fast rule applicable to every one under like circumstances. To an adult, in full possession of his mental and physical powers, one standard may be applied; to a boy, particularly if he be of limited intelligence, another standard; and to an infant not sui juris and totally ignorant of danger, still another. Indeed, in the last case the only contributory negligence with which he is chargeable is that of his parent or custodian who permits him to stroll into a place of danger.

"Had the plaintiff in this case been a man of mature age and average intelligence, it would be difficult to escape the conclusion that he was guilty of negligence in crossing this track without taking more

In crossing this track without taking more careful observations of incoming and outgoing trains. But he was not. He was a boy of twelve years, apparently dull for his age, as he had attended school four or five years without having learned to read or write. There was testimony tending to show that he had only the capacity of a child of six or seven. Certain answers given by him upon his examination indicated that his powers of observation were limited or his memory defective." in crossing this track without taking careful observations of incoming and

The Question of Tresspassing.

As the plaintiff was a lamplighter, engaged in his work at the time of the accident, he could not be considered a trespasser on the tracks. Had there been a strong, reflected headlight on the train, as the regulations required, it would have compelled his attention. The opinion continues:
"We have examined the many cases cited "We have examined the many cases cited by the plaintiff in error upon this point, and find that nearly all of them either turned upon the question whether loitering upon, playing upon, or walking along a railroad track made a person a trespasser, or whether in crossing a track sufficient care was used to avoid approaching trains. We are not prepared to give our adherence to the doctrine announced in a very few cases, that a man who steps his foot upon a railroad track, except at a crossing, does so at his peril, though such doctrine when applied to the facts of the particular case may not have been an unjust one. We are applied to the facts of the particular case may not have been an unjust one. We are rather disposed to say that, where tracks are laid through the streets of a city, upon or substantially upon the level of the street, a person is not limited in crossing such tracks to the regular street crossings, but may cross them at any point between such streets in the convenient performance of his daily duties. We cannot say that there was such danger to an active boy crossing the track at this point as to authorize the was such danger to an active boy crossing the track at this point as to authorize the case to be taken from the jury upon the ground that he was ipso facto a trespasser. "We have no desire to limit or qualify anything said by us in Railroad Company vs. Houston, or in Northern Pacific Railroad vs. Freeman, both of which involved the question of care at a regular highway crossing, and we have no doubt that in the case under consideration such care should have been used as the nature of the case required, and the intellectual capacity of questions for the jury, and were conclusive ly answered by the verdict. We cannot say that the court should have taken the case from the jury, or that it erred in any terial particular. We cannot even say

from the jury, or that it erred in any material particular. We cannot even say that we should have come to a different conclusion upon the facts.

"The judgment of the Court of Appeals was right, and it is therefore affirmed."
Mr. Justice White and Mr. Justice Mc-Kenna dissented.

SCHWAN'S EXPEDITION.

Province of Cavite.

The War Department has made public General Schwan's report upon his expedition in the second week of October last in the capture of Cavite Vieto, Novaleta, Rosario, San Cruz, San Francisco de Malabon and Las Marinas. This expedition, according to General Schwan, accomplished the objects for which it was set on foot with thoroughness and dispatch. The country presented many difficulties. The streams and made were generally lined by impene-

and roads were generally lined by impene-trable bamboo jungles, behind which the enemy found perfect screens. The flankers were obliged to traverse the rice swamps and cane fields, progress was necessarily slow and the country was an ideal one for ambushes. The roads, however, pre-sented the most serious obstacle, the mud being so deep in some places that it was necessary to hold up the heads of artillery horses that had mired or fallen, to prevent them from being suffocated. them from being suffocated.

The enemy, though assembled in large

bodies and occupying positions whose nat-ural strength had been still further in

ural strength had been still further increased by artificial means, was easily defeated in a province in which he had
scored some of his greatest successes in
the rebeillon against Spain, and where since
February 5, 1898, he had held almost undisputed sway.

The loss of the insurgents in the engagements our troops had with them from October 8 to 11, says Gen. Schwan, amounted
to not less than 100 killed and 400 wounded.
This estimate rests on information derived
from two, it is thought, absolutely reliable
sources. The effect of the punishment is
evidenced by the quiet that has since its
administration prevailed on the 'south line. evidenced by the quiet that has since its administration prevailed on the south line, where, as reported by an ald-de-camp of General Grant, not a shot has been fired in fifteen days. Not a single house was burned in the course of the expedition. "Five officers and fifteen enlisted men were wounded in the various actions. Of this number, three officers, viz: Capts. Sanford, Geary and McGrath, have since died of their wounds. The best possible care was taken of the wounded by the medical officers and enlisted men of the hospital corps serving with the expedition; Maj. Reefer, brigade surgeon, being especially active and faithful in the performance of his duties."

Liquor in the Philippines.

Former Chaplain Wells, late of the 1st Tennessee Regiment of Volunteer Infantry, one of the last of the Philippine state regi ments to be mustered out, has been in the city several days conferring with temper-ance advocates concerning the alleged sale of liquor on board transports going to and the Philippines. Chaplain Wells has called the Philippines. Chapian wells has called at the White House and the War Depart-ment several times. "He argued in favor of the suppression of the liquor traffic en-tirely in Manila, Iloilo and Cebu, saying such action is essential to proper military

operations."

Captain Wells spoke in Garfield Memorial Captain Wells spoke in Garfield Memorial Church Sunday under the auspices of the W. C. T. U. on the liquor question in the Philippine Islands. He declared that since the Americans took Manila 400 places where liquor is sold had sprang up in Manila, while before the Americans came to the islands the city had only three saloons. The Filipinos, he asserted, spoke well of the American soldiers save that they said the Americans were "bad people" when they had drunk too much liquor. Whicks he said, was sold in the barracks they said the Americans were "bad people" when they had drunk too much liquor. Whisky, he said, was sold in the barracks at Iloilo, not over fifteen feet from his headquarters, until he put an end to it by complaint to the colonel and provost marshal. The transport Indiana, on which he had returned to the United States, he characterized as a "whisky transport," and he said he had unsuccessfully attempted to have the sale of liquors on transports stopped while in the Philippines.

For Completing Intercepting Sewer Upon the recommendation of the superintendent of sewers the District Commis sioners have decided to include in their additional estimates an item appropriating \$25,000, to be immediately available, for completing the Tiber creek and New Jer-Contributory Negligence.

Continuing, Justice Brown said:

"The case turned mainly, however, upon the Capitol grounds.

sey avenue high level intercepting sewer, between the foot of New Jersey avenue and the Capitol grounds. SURPRISED THE DEFENSE.

Unexpected Testimony of W. H. Cochran Before the Clark Committee. At the afternoon session of the Clark investigating committee yesterday J. S. M. Neill, proprietor of the Helena Independent, denied the statements made by Whiteside, and W. H. Cochran, formerly editor of a weekly paper at Butte, admitted unex-

pectedly that he had heard a conversation in the office of Mr. Welcome's partner at Butte with reference to money payments that might have related to the Clark case. He said that on one occasion, when standing in the outer office of Jesse B. Root, partner of Mr. Wellcome, in Butte, he had heard Mr. Root say to some one in the office, whom he did not know, "Here is the money; take it, and after you've testified we will pay you the balance." He supposed this referred to the Clark case, but he

this referred to the Clark case, but he didn't know.
This statement was evidently a surprise to the counsel for the defense, who had called Mr. Cochran, and Mr. Foster made an effort to impeach the testimony.
"As it transpires," said Mr. Foster, "the witness is not ours." He added that Mr. Cochran had made a stronger statement to him before taking the stand than he had made on the stand made on the stand.

Whiteside's Alleged Devotion to Clark J. S. M. Neill, proprietor of the Helena Independent, covered a wide range in his testimony, principally relative to State Senator Whiteside's evidence. He said he had known Whiteside for eight or ten years, and had been friendly to him. He had had several conversations with Whiteside during and after the legislative elections. At each of these meetings Whiteside had expressed himself uniformly as friendly to Mr. Clark. "He told me," said the witness, "when I met him first after the election, that of the ninety-four members-elect of the legislature. that of the ninety-four members-elect of the legislature none was a more earnest supporter of Clark than himself, adding that ft was time to dump the Daly outfit."

Mr. Neill produced a letter from White-side asking him (Neill) to secure the services of a lawyer, by preference Mr. Day, to represent him (Whiteside) in his contest with Mr. Geiger for a seat in the senate. He also told of meeting Mr. Whiteside about the time of the meeting of the legislature, when he had invited him to his house to meet Mr. C. W. Clark, son of the senator. This he had done at the request of Mr. Whiteside, who had said that he wanted to perforally meet either W. A. Clark or his son or his brother, Joseph K. Clark.

Mr. Neill declared emphatically that he knew of no corrupt methods in secur Mr. Clark's election.

MR. BUTLER ON THE CURRENCY. Favors the Use of Paper Instead of Gold and Silver.

At the conclusion of Mr. Wolcott's speech In the Senate yesterday Mr. Butler of North Carolina addressed the Senate on his substitute bill, entitled "An act to establish

a unit of account."

He maintained that under the Constitution Congress had unlimited authority to manufacture money out of gold or silver or paper, or of either of these, or of all of them. He declared that there was but one question in the making of money, and that was "how much?" Congress had authority to make the money out of anything it de sired, and it happened that the wealthy classes always desired it made of the dearer material. No matter what the money was made of, he said, the country would prosper, provided Congress would so regulate its supply as to meet the demands of business.

ess. In conclusion, Mr. Butler said his amend-In conclusion, Mr. Butler said his amendment provided that the greenback—the patriotic friend of the people; the kind of money that did not desert the people when trouble came—should be used as money instead of gold or silver. In five years, he said, the national debt could be extinguished. This plan was not received with favor by those who control the finances of the government, but he believed it would the government, but he be best for the people.
At the conclusion of Mr. Butler's speech

the Senate went into executive session and

INCREASED 100 PER CENT.

Exports to Cuba, Porto Rico, Samoa, Hawaii and Philippines.

Commerce of the United States with Cuba, Porto Rico and the Hawaiian, Philippine and Samoan islands continues to show a rapid gain. The December figures of the single month of December exports of con-siderably more than \$2,000,000 to Cuba and imports valued at \$1,355,000 from Cuba; to Porto Rico, exports valued at \$312,000. against \$183,000 in December, 1898; to the Hawaiian Islands, exports exceeding \$1,000,-000 in value, against \$936,000 in December, 1898, and to the Philippine Islands, \$379,000, against \$10,000 in December, 1898.

ands or groups of islands, Cuba, Porto Ric and the Hawaiian, Philippine and Samoan islands, the total for 1800 shows an increase of more than 100 per cent in exports to those islands over the year 1898, while the imports from them show an increase of nearly 50 per cent over those of 1808.

BROOKLYN NAVY YARD FIRE.

Civil Engineer Asserson Reports Loss to the Department.

Civil Engineer Asserson at the Brooklyn navy yard has reported to the chief of the bureau of yards and docks that the recent fire in building No. 7 at that yard was a heavy blow, owing to the large number of historical and valuable records destroyed. The building was practically new, occupying the site of one destroyed by fire about ten years ago, and was used for the electrical department of the equipment bureau, and for the records of the bureau of yards and docks. Mr. Asserson estimates the cost of reconstructing the building on a fireproof basis at \$85,000, but of course that sum does not include the replacement of the stock destroyed belonging to the equipment bureau. An estimate for the replacemen of the building will be transmitted to Con gress at once, as there is pressing need fo the structure.

SECRETARY OF MINES.

New Cabinet Officer Provided for in a Bill Favorably Reported.

A new cabinet officer, to be known as the secretary of mines and mining, is provided in the bill favorably acted on yesterday by the House committee on mining. The bill cre ates an executive department, which shall have entire charge of affairs relating to mines, including the geographical survey. The proposed secretary of mines is to have the same rank and salary of other cabinet fficers and an assistant secretary is given the same standing as the first assistant secretary of the interior.

retary of the interior.

Another mining measure favorably acted on establishes mining experiment stations in each of the mining states, similar to agricultural experiment stations, and provides for the appointment of a government geologist at \$3,500 and an assayist at \$2,500 in the several mining states. These officers are to furnish assays, issue public bulletins and conduct explorations of mining regions.

HYATTSVILLE AND VICINITY.

Marriage of Miss Wormley and Mr.

Special Correspondence of The Evening Star. HYATTSVILLE, Md., February 12, 1900. There was a pretty ceremony solemnized Saturdey evening at the residence of the bride's father, Mr. W. H. Wormley, when Miss Hellen Wormley and Mr. A. George Anderson of Delaware were united in marriage. The Rev. Mr. Rivers of Berean Baptist Church of Washington officiated. Only the immediate families of the con-

tracting parties were present.

During the wedding dinner a lace curtain in the drawing room became ignited from coming into contact with a banquet lamp, and immediately the room was in a blaze, causing the guests to rush in disorder from the room. The blazing curtain was torn down and the flames extinguished, but not in time to prevent considerable damage to some fine oil paintings.

A movement is on foot for the improvement of the Washington and Baltimore

turnpike from the top of Vansville Hill to this village, a distance of five or six miles, by the farmers of Beltsville and vicinity. A large delegation from the territory bor-dering on this road will visit Mariboro' at the next meeting of the county commis-sioners to urge an appropriation of \$1,000 for this purpose.

the next meeting of the county commissioners to urge an appropriation of \$1,000 for this purpose.

A meeting of the Vansville Farmers' Club was held Saturday evening at "Beallmont," the home of Mr. S. W. Beall, near Beltsville. The meeting was presided over by President Luther Brashears, with Mr. D. M. Nesbit as secretary. The members present were John Snowden, C. H. Stanley, Jos. A. Blundon, J. D. Cassard and A. J. Bennett. The guests were J. S. Robinson, H. B. McDonnell, H. J. Patterson, Dr. J. R. Owens, Edwards S. Walker, Wm. Snowden, G. W. Beall, J. H. Brinkley, L. W. Mattern, E. A. Tuller, Somerville Hall, R. L. Johnson, W. E. and W. R. Bendz. Refreshments were served, presided over by Mrs. S. W. Beall, who was assisted by Mesdames H. J. Patterson, G. W. Beall, Ernest Brinkley, Luther Brashears, A. J. Bennett, W. E. Bendz and the Misses Hall, Bendz and Beall. cell; recitation, Miss Mamle Brennan; soprano solo, Miss Lizzie Lyons; monologue,
Mr. Charles F. Purdy of the Corona Dramatic Club; selection, Ideal Vaudeville
Club; overture, rag-time, Hamilton Loud;
feats in magic, Joseph Easton; banjo wonders, Joseph Loveless and Percy J. Loud;
trick and melody playing, Lee Carr, assisted by Hamilton Loud, in rag-time songs.
At the close of the exercises refreshments
were served. The committee having the
anniversary in charge was composed of

METHODIST SOCIAL UNION. argely Attended Banquet, With Many

Distinguished Guests.

Members of the Methodist Social Union and their friends gathered about the banquet board at the Cochran Hotel last night and passed an evening of rare enjoyment. The rooms were tastefully decorated. Mr. G. W. F. Swartzell presided and the toast

master was Mr. A. B. Browne.

The toasts and those who responded to them were as follows: "Methodism and Education," Bishop Hurst; "The Layman in Methodism," Mr. A. B. Duvall; "Wo-man's Work in Methodism," Mrs. Fisk;

in Methodism," Mr. A. B. Duvail; "Woman's Work in Methodism," Mrs. Fisk;
"Methodist Unity," Judge William M.
Springer; "The Outlook for Methodism,"
Bishop Walden.

Letters expressing the regret of their
writers at their inability to be present were
read from President McKinley, Senators
Foraker and Beverldgé, Representatives
Dolliver, Hepburn, Hill and Hoffecker and
Rev. Dr. J. W. Duffey,

The guests in attendance were Bishop
Walden and son, Bishop and Miss Hurst,
Senator and Mrs. Teller, Judge William M.
Springer, Rev. Dr. and Mrs. Wilson, Gen.
and Mrs. W. B. Shattuc, Col. W. B. Thompson, Rev. John F. Goucher, D.D., Rev. Dr.
and Mrs. S. M. Hartsock, Mr. Frank B.
Littell, Mr. Jesse H. Wilson, Prof. Edgar
Frisby, Mr. and Mrs. T. A. Harding, Mr.
and Mrs. Arthur Cowsill, Mr. and Mrs. Melville Lindsay, Rev. Lucien Clark, D.D., Mr.
and "Mrs. Frederick Van Dyne, Mr. and
Mrs. Frederick Van Dyne, Mr. and
Mrs. Street, Mr. and Mrs. G. W. F.
Swartzell, Mrs. and Miss Cheesman, Dr.
and Mrs. Street, Mr. and Mrs. J. R. Quinter, Mr. and Mrs. Thomas Humphrey, Dr.
and Mrs. Street, Mr. and Mrs. J. R. Quinter, Mr. and Mrs. T. B. Towner, Miss
Towner, Mr. and Mrs. T. E. Towner, Miss
Towner, Mr. and Mrs. J. L. Weber, Mr. and
Mrs. E. D. Godfrey, Major and Mrs. W.
S. Washburn, Mr. and Mrs. Thomas H.
Martin, Mr. and Mrs. J. L. Weber, Mr. and
Mrs. E. D. Godfrey, Major and Mrs. Hillman A. Hall, Mrs. Frances Polkinhorn,
Rev. and Mrs. John R. Wright, Mrs. Goodell, Miss Lucy Rich, Mrs. and Miss Wilkins, Mrs. Fisk, Mr. Robert L. Middleton,
Rev. Dr. and Mrs. H. R. Naylor, Dr. and
Mrs. Thomas C. Smith, Dr. and Mrs. Rich-Rev. Dr. and Mrs. H. R. Naylor, Dr. and Mrs. Thomas C. Smith, Dr. and Mrs. Richard Kingsman, Mrs. Smith, Mr. and Mrs. G. H. La Fetra, Mr. E. S. La Fetra, Miss Florence Polkinhörn, Mrs. R. W. Springer, Mr. A. B. Duvall, Mrs. Duvall, Mr. and Mrs. W. C. Eldridge, Mr. George W. Gray, Mrs. M. B. Tullock, Capt. and Mrs. Thomas H. McKee, Mr. and Mrs. Wilbur F. Dales, Rev. Dr. and Mrs. Henry Baker, Col. T. H. Anderson, Mrs. E. A. Halnes, Dr. and Mrs. M. M. Moffitt, Mr. Banjamin S. Graves, Rev. Dr. and Mrs. Frank M. Bristol, Mrs. J. Ellen Foster, Mrs. Charles W. Pierce. Mr. Charles E. Howe, Rev. Dr. Wheatley, Mr. J. W. Lewis, Rev. Dr. and Mrs. E. D. Huntley, Dr. F. W. Hodges, Mr. and Mrs. Alexander Ashley, Mr. and Mrs. E. S. Westcott, Mr. and Mrs. J. Finney Engle. Mr. and Mrs. Thomas W. Smith, Mr. L. Y. Ellis, Rev. and Mrs. J. Fred Heisse and Rev. George V. Leech, D.D.

Maj. J. Estcourt Sawyer, quartermaster, U. S. V., now in this city, has been relieved from further duty as disbursing officer of the Philippine commission and ordered to duty, relieving Capt, George McK, Willamson, assistant quartermaster, U. S. A. Capt. Williamson will proceed to Philadeldirection of the depot quartermaster, in that city, at the Schuylkill arsenal, relieving Maj. Gonzalez S. Bingham, quartermaster, U. S. V. Maj. Bingham will proceed to Seattle, Wash., and report for duty as chief quartermaster—of—the—department—of Alaska.

resignation of Maj. Alfred S. Frost, aster, of his commission as captain of

The resignation of Mal. Affed S. Frost, paymaster, of his commission as captain of the 22d Infantry, only, has been accepted. Lieut. Col. Wm. E. Dougherty, 7th Infantry, has been relieved from duty at Fort Porter, New York, and ordered to Fort Wayne, Michigan.

Additional Second Lieut. Thomas H. Jacksen, Corps of Engineers, has been assigned to a vacancy in that corps, with rank from February 15, vice Ferguson, promoted.

Second Lieut. Reginald E. McNally, 25th Infantry, has been transferred to the cavalry branch of the service, and assigned to the 3d Cavalry. He will be assigned to a troop of that regiment now serving in the Philippines.

Lieut. W. C. Sweeny, 24th Infantry, has been ordered to San Francisco to accompany troops to the Philippine Islands.

Acting Assistant Surgeon Wm, L. Stevens, at Orange, Va., has been ordered to San Francisco for assignment to duty.

Sergt. L. H. F. Stewart, signal corps, at Jackson barracks, Louislana, has been assigned to duty at Fort Myer, Va.

A board of survey, to consist of Second Lleut. John E. Stephens, 7th Artillery, the only officer available, has been constituted at Fort Terry. N. Y., to examine into and only officer available, has been constituted at Fort Terry, N. Y., to examine into and fix the responsibility for the loss of forty three obturating friction primers for 10 inch rifle, for which Maj. Smith S. Leach

inch rifle, for which Maj. Smith S. Leach, corps of engineers, is responsible.

Major Henry P. Kingsbury, 3d Cavalry, has been detailed as a member of a board of officers convened for the examination of applicants for appointments as veterinarians in the cavalry relieving Lieutenant Colonel Henry Jackson, 5th Cavalry.

Captain William C. Borden, assistant surgeon, commanding the United States general hospital, Washington barracks, D. C., has been relieved from further duty at that post.

Captain James M. Kennedy, assistant surgeon, has been relieved from further duty

geon, has been relieved from further duty in the Department of California, and or-dered to proceed to Manila on the first available transport for duty in the Philip-

available transport for duty in the Philippines.

First Lieutenant Bailey K. Ashford, assistant surgeon, has been relieved from further duty in the Department of Porto Rico, and upon the expiration of his present leave of absence will report to the commanding officer, Washington barracks, D. C., for duty.

Captain Charles T. Baker, assistant quartermaster, United States volunteers, has been ordered to make two trips from New York city to Norfolk, Va., on official business relative to arrangements for supplies for the transport Summer.

Examination as to Sanity. Justice Cole, who presides in the Orphans Court of the District of Columbia, yesterday

signed an order designating and appointing Dr. Frank P. Vale and Dr. J. Ramsay Dr. Frank P. Vale and Dr. J. Ramsay Nevitt to examine George H. Armstrong, now temporarily confined in the Insane Asylum, in order that they may be able to give evidence as to his mental condition at a hearing which is to take place Friday, February 16, at 1 o'clock p.m., in the room of Criminal Court No. 2. The order of the court is based on a petition signed by John A. Frank.

court is based on a petition signed by John A. Frank.

Armstrong was arrested in the District building several days ago and placed in charge of the sanitary officer. He imagines that the District owes him a large sum of money, but for what he does not know. He has called on the Commissioners and the disbursing officer a number of times and caused them considerable annoyance.

The following have been summoned as additional witnesses in the case: W. C. Hibbs, Commissioner Wight's private secretary; Charles C. Rogers, the disbursing officer; Cornelius A. Berkeley, John M. Wilson, Fountain Peyton and George Armson, Fountain Peyton and George Armson. son, Fountain Peyton and George

Assignment of Stocks Bros. Stocks Bros., bakers, of 632 O street, have filed a deed of assignment to James B. Green. Assets are stated to be \$400, and liabilities \$578. PRESS FEEDERS' UNION.

Sickness Followed by Death.

Edward Gray, an elderly colored may

The deceased was about forty-five years

old, and had but one leg. He had been

an inmate of the almshouse for severa

months, and yesterday he went out to visi friends. It is supposed he became exhaust-ed and remained on the street in the rain all night. Coroner Carr was notified, but as death resulted from natural causes an inquest was not held.

AUCTION SALES OF REAL ESTATE, &c.

Boat House. Maurice E. Joyce, jr., trustee.
Thomas J. Owen, Auct., 913 F st. n.w.—Trustees' sale of Nos. 339 and 341 Wilson st. n.w., of
Tuesday, February 13, at 4:30 p.m. David Will-

James W. Ratcliffe, Auct., 920 Pa. ave. n.w.— Trustees' sale of property on D st. n.e. bet. 9th and 10th sts. on Tuesday, February 13, at 4:30 p.m. Samuel H. Walker and Michael I. Weller,

S. W. Augenstein, Auct.—Sale of stock of gro-ceries, whiskies, wines, &c., in store No. 1204 32d st. n.w., on Wednesday, February 14, at 10 a.m.

AUCTION SALES.

FUTURE DAYS.

JAMES W. RATCLIFFE, AUCTIONEER.

C. G. SLOAN & CO., AUCTIONEERS, 1407 G ST.

JAMES W. RATCLIFFE, AUCTIONEER.

THOMAS DOWLING & CO., AUCTIONEERS.

C. G. SLOAN & CO., AUCTIONEERS, 1407 G ST.

iam Barker and Charles A. Kram, trustees.

hour later he died.

Second Anniversary Made a Pleasant The second anniversary of the Washington Press Feeders and Assistants' Union, No. 42, was held last evening at Typo graphical Temple. The attendance was

JAMES W. RATCLIFFE AUCTIONEER TRÜSTEES' SALE OF UNIMPROVED PROP-ERTY ON D STIEET NORTHEAST BETWEEN NINTH AND TENTH STREETS. By virtue of a deed of trust, duly recorded in Liber 2124, folio 287 et sec., one of the land records for the District of Columbia, and at the request very large. Remarks were made by Messrs. A. S. Nolan, president of the organization; Frank Morrison, secretary of the American Federation of Labor; H. W. Szegedy and Milford Spohn of the Central Labor Union; George W. Ramsey, president of the Pressman's Union: Jas. L. Feeney, president of the Bookbinders' Union, and E. C. Jones, president of Columbia Typographical Union. cat Union.

Following the speeches this program was rendered: Selection, Fenton Crown, black face comedians; plano solo, Miss Nellie Purcell; recitation, Miss Mamle Brennan; so-

AUCTION SALES.

THIS AFTERNOON.

rights, &c.

Terms: One-third cash, balance in one and two years, with interest from the day of sale, at 6 per cent per annum, secured by deed of trust on the property sold, or all cash, at the option of the purchaser. A deposit of \$100 required upon acceptance of bid. Terms to be compiled with in fifteen days. All conveyancing, stamps, etc., at purchaser's cost.

TRUSTEES' SALE OF TWO TWO-STORY AND ONE ONE-STORY FRAME DWELLINGS, NOS. 339 AND 341 WILSON STREET NORTH-WEST. were served. The committee having the anniversary in charge was composed of Miss M. B. Dunbar, chairman; A. S. Nolan, J. Barnes, W. Devine, H. Feninger and the Misses Nannie Voegelweyd, Grace Arth, Mary Mills and Kate Searles. NOS. 339 AND 341 WILSON STREET NORTH-WEST.

By virtue of a decree of the Supreme Court of the District of Columbia, in equity cause No. 20197, the undersigned trustees will sell at public anction, in front of the premises, on TUESDAY, THE THIRTEENTH DAY OF FEBRUARY, 1990, AT HALF-PAST FOUR O'CLOCK P.M., the following described real estate situate in the county of Washington, District of Columbia, to wit: Lot 31, in square 18, in Howard University subdivision, with the improvements thereon.

Terms of sale, as prescribed by the decree: One-third cash, behance in one and two years, with interest from the day of sale, secured by a deed of trust on the property sold, or all cash, at the option of the purchaser, a deposit of \$190 required at time of sale, Conveyancing, recording and revenue stamps at purchaser's cost.

DANIEL WILLIAM BAKER,

CHARLES A. KRAM,
Washington Loan and Trust Bidg..

THOS. J. OWEN, Auctioneer.

Trustees.

FUTURE DAYS. was found sick on @ street southeast beween 6th and 7th streets about 6 o'clock this morning, and the police removed him to the Washington Asylum Hospital. An

FUTURE DAYS. WALTER B. WILLIAMS & CO., AUCTIONEERS.

WALTER B. WILLIAMS & CO., AUCHONEERS.

VALUABLE PROPERTY ON G STREET BETWEEN SIXTH AND SEVENTH STREETS NORTHWENT, FOR SALE BY PUBLIC AUCTION.

I will offer for sale at public auction, in front of the premises, on TUENDAY, FEBRUARY TWENTIETH, 1900, at HALF-PAST FOUR O'CLOCK, part of lot numbered five 15), in square O'CLOCK, part of lot numbered five 15), in square outwest corner of said lot and running thence north with the dividing line between lots 5 and 6, 127 feet 6 inches; thence east 49 feet 6 inches to a 15-foot alley; thence south 10 feet; thence west 24 feet 9 inches; thence south 117 feet 6 inches to north G street; thence west 24 feet 9 inches to the point of beginning; together with the improvements.

Terms of sale: One-third cash, balance in equal installments in one, two and three years. The purchaser to give his prepotiable promissory notes Walter B. Williams & Co., Aucts., 10th and D sts. n.w.—Trustee's sale of a steam launch on Tuesday, February 13, at 4130 p.m., at Cumberland

Terms of sale: One-third cash, balance in equal firstallments in one, two and three years. The purchaser to give his negotiable promissory notes for the credit payments, bearing interest, payable quarterly, at the rate of 5 per cent per annum and secured by deed of trust upon the property sold. Conveyancing and internal revenue stamps at pur chaser's expense. \$250 down when property sold Terms to be complied with within ten days from day of sale or property may be resold at risk an cost of defaulting purchaser.

FUGENE CARUSI & SONS,

Attys. for Owner.

Attys, for Owner WALTER B. WILLIAMS & CO., AUCTIONEERS.

Choice Collection

TRUSTEEN SAL2 OF A DESIRABLE BRICK HOUSE, NO. 2117 K STREET NORTHWEST. By virtue of a deed of trust, duly recorded in Liber No. 1916, folio 174 et seq., one of the land records for the District of Columbia, and at the request of the party secured thereby, the understaned trustee will offer for sale by public auction, front of the premises, ON FRIDAY TWENTY-THIRD DAY OF FERRIARY, 1900, AT HALF-PAST FOUR O'CLOCK P.M., the following described real estate, Junate in the city of Washington, District of Columbia, to wit: Part of original lot numbered three (3), in square numbered seventy-three (73), contained within the following metes and bounds, namely: Beginning on K street at the southwest corner of said lot, and running thence east on said street twenty-two (22) feet four (4) incl.-s; thence north one hundred and forty-six (146) feet eleven (11) inches to north line of said tot and at aliey; thence west on said alley to the north-est corner of said lot, and thence south on said west line to the place of beginning together with all the improvements, rights, &c.

Terms: One-third cash, the balance in two equal installments in one and two years, bearing interest at 6 per cent, and secured by deed of trust upon said premises, or ell cash, at option of purchaser.

JACOB B. EISEMAN,
JAMES H. MERIWETHER. Household Effects By Public Auction. At Private Residence. 1450 Chapin Street N.W., Columbia Heights, Thursday, February 15, At 10:30 o'clock A.M .. Partially enumerated.

Partially enumerated.

Parlor suttes, upholstered in plush and silk tapestry; handsome mahogany cabinets, gilt chairs and divan, upholstered in damask; oak book cases, foll-top desk library table and chairs, upholstered in leather; oak hall rack, oak buffer and dining room chairs, chipfet and dining room chairs, chipfet and dining room chairs, chipfenier, folding beds, brass and enamel bedsteads, bureaus and washstands, wardergees odd book, ers and table, refrigerator, blank, ets. bedding, hair and husk mattresses, large and small smyrna and other rugs, but shall smyrna and carpets, lace curtains, porting carpets and many other rugs. Ticles too numerous many other rugs, but she had the trustention. The above described furniture has been well kept and made in the very best manner. Terms cash.

cash.
WALTER B. WILLIAMS & CO., Aucts.

C. G. SLOAN & CO., AUCTIONEERS, 1407 G ST.

ASSIGNEE'S SALE OF THE CONTENTS OF THE WELL-KNOWN BAKERY, NO. 632 O STREET NORTHWEST, INCLUDING HORSES, WAGONS, &c.
By virtue of a deed of assignment to me, which has been duly recorded, I will sell at public auction, on the premises, No. 632 O st. n.w., Washington, D. C. ON FRIDAY, FEBRUARY SIX.
TLENTH, 1806. AT TEN O'CLOCK A.M., the fixtures, good will and stock of the old established bakery at the above number, comprising necessary Baking Utensits, some Stock, Show Cases, Jars, Urns, Coffee Urn, Counters, Sholving, &c.

Large bread route, 2 horses, 2 sets harness and 3 bakery wagons. Will be tirst offered as a whole, and if not sold will be immediately put up in detail, Terms cash.

Assignee, fel2-dts

1425 N. Y. ave. DUNCANSON BROS., AUCTIONEERS. TRUSTEES' SALE OF A NEAT AND ATTRACTIVE TWO-STORY AND BASEMENT BRICK DWELLING, KNOWN AS PREMISES NO. 1226
TWENTY-NINTH STREET NORTHWEST (GEORGETOWN).

(GDORGETOWN).
By virtue of a certain deed of trust, dated the
23d day of April, A.D. 1892, and recorded in Liber
1668. folio 479 et seq., one of the land records of
the District of Columbia, and at the request of the
holder of the rote secured thereby, we will offer,
at public auction, in front of the premises, on the District of Columbia, and at the request of the holder of the note secured thereby, we will offer, at public auction, in front of the premises, on MONDAY, THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 1969, AT HALF-PAST FOUR O'CLOCK P.M., the following described property, situate in the city of Washington (formerly Georgetown), District of Columbia, to wit: All that certain piece or parcel of land and premises, known and distinguished as and being lot numbered one hundred and eighty-six (196), of Barr and Sanner's subdivision of lots numbered one hundred and seventy-two (172), and part of lot numbered one hundred and seventy-two (172), and part of lot numbered one hundred and seventy (170), in Beall's addition to Georgetown, being in square numbered forty (40), as said Barr and Sanner's subdivision is recorded in Liber A. R. B., follo 255, of the records of the surveyor's office of the District of Columbia, tegether with the improvements thereon.

Terms of sale: One-third of the purchase money to be paid in tastalments, in one, two and three years, respectively, secured by a deed of trust upon the property sold, with Interest thereon, payable semi-annually, at the rate of 6 per cent per annum, or all cash, at the option of the purchaser. A deposit of \$200 will be required at the time of sale, otherwise the property will be resold at the risk and cost of defaulting purchaser, after five days advertisement in some newspaper published in Washington city, D. C. Conveyancing and revenue at cost of purchaser.

CLARENCE B. RHEEM, TRUSTEE'S SALE OF FRAME HOUSE No. 2527

I STREET NORTHWEST.

By virtue of a decree of the Supreme Court of the District of Columbia, in equity cause No. 19744, the undersigned trustee will offer for sale by public auction. In front of the premises, on FRIDAY, THE SINTEENTH DAY OF FEBRU-ARY, A. D. 1800, AT HALE-PAST FOUR O'CLOCK P.M., the following described real estate, situate in the city of Washington, District of Columbia, to wit: The west part of lot 5, in square 16, together with all the improvements, rights, &c. The above property will be said subject, however, to a prior deed of trust for \$1,100.

Terms: One-third cash, balance in one year, secured by deed of trust on the property sold, with interest from the day of sale at 6 per cent per annum, or all cash, at option of purchaser. \$100 deposit en acceptance of bid. Terms to be complied with in ten days from day of sale, otherwise trustee reserves the right to resell the property at the risk and cost of the defaulting purchaser after five days' advertisement in some newspaper published in Washington, D. C. All conveyancing, stamps, &c., at purchaser's cost.

JAMES B. GREEN, Trustee, fe6-d&ds

1425 N. Y. ave. n.w.

THOMAS DOWLING & CO., AUCTIONEERS.

THOS. J. OWEN, AUCTIONEER, 913 F ST. N.W.

THOMAS DOWLING & CO., AUCTIONEERS.

TRUSTEES' SALE OF FOUR LOTS IN IVY CITY, NORTH SIDE OF CAPITAL AVENUE BETWEEN PROVIDENCE AND FENWICK.

Under and by virtae of a certain deed of trust, bearing date November 12, A.D. 1892, and duly recorded in Liber 1759, fello 99 et seq., one of the land records of the District of Columbia, the undersigned trustees will, ON THURSDAY, THE FIFTEENTH DAY OF FEBRUARY, A.D. 1900, AT HALF-PAST FOUR O'CLOCK P.M., in front of the premises, sell, at public auction, the following described land and premises, situate in the county of Washington, in said District, and designated as lots numbered elepta (13), and fourteen (14), in block numbered elght (8), in Frederick W. Jones' subdivision of part of the tract of land known as "Youngsborough," now called "lyy City," as per plat recorded in Liber Levy Court, No. 2, folio 76, of the surveyor's office of said District.

Terms of sale One-third of the purchase money in cash, balance in equal installments at one and two years from the day of sale, with interest thereon at the rate of six per centum per annum, said deferred payments to be secured by the promissory notes of the purchaser or purchasers, and a deed of trust on the property soid, or all cash, at purchaser's option. A deposit of \$50 per lot required at the time of sale. Sale to be closed within fifteen days, otherwise the trustees reserve the right to resell at cost and risk of defaulting purchaser's cost.

BENJAMIN F. LEIGHTON, Trustee, Office, 416 Fifth st. n.w. G. Caklyle Whitting, Trustee, Grades War Department, Wash'n, D. C. C. G. SLOAN & CO., AUCTIONEERS, 1407 G ST. THOS. J. OWEN, AUCTIONEER, 913 F ST. N.W.

TRUSTEES' SALE OF BRICK DWELLING, NO.

706 12TH STREET NORTHEAST.
By virtue of a certain deed of trust, dated June
28, 1892, and recorded in Liber 1707, folio 455 etc.
seq., one of the land records of the District of Columbia, we will sell, at public auction, in front
of the premises, on FRIDAY, THE TWENTY.
THIRD DAY OF FERRUARY, 1990, AT HALFPAST FOUR O'CLOCK P.M., the following described property: Lot numbered twenty-three (23)
in Lewis T. Lewis' subdivision of part of original
ito one til in square numbered nine hundred eighty-two (982), as per plat recorded in book number
interen (19), page 139, of the records of the surveyor's office of the District of Columbia.

Terms of sale: One-third cash and the balance
in one and two years, with interest from the date
of sale at six per cent per annum, payable semiannually, secured by deed of trust on the property
sold, or all cash, at the option of the purchaser.
A deposit of two hundred and fifty dollars (2250) required at the time of sale. If the terms of sale
are not complied with within ten days from day
of sale the trustees reserve the right to resel the
property, at the risk and cost of the defaulting
purchaser, after at least five days' notice of such
resale in some newspaper published in the city of
Washington, D.C. All conveyancing, recording and
revenue stamps at the cost of the purchaser,

Alberta A. Wilson,
JOHN B. LARNER,

Trustees,
fe10-d&ds

Trustees, 1335 F st. n.w. DUNCANSON BROS., AUCTIONEERS.

TRUSTEES' SALE AT AUCTION OF LAND IN THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, FRONTING ON THE POTOMAC RIVER, NEAR SHEPHERD'S WHARF. On SATURDAY, THE SEVENTEETH DAY OF FLBRUARY, A.D. 1900, AT THREE O'CLOCK P.M., the undersigned, as trustees, under a certain deed of trust, bearing date the 18th day of August, A.D. 1891, and recorded the 15th day of August, A.D. 1891, in Liber No. 1597, folio 407 et seq., of the land records of the District of Columbia, will offer for sale, at public auction, on the premises, and will sell to the highest bidder all and so much of the land described in said deed of trust as lies within the District of Columbia, and described as follows:

"Par's of the tracts formerly called 'Bellevue' and 'Blue Plains,' and the whole of that tract called 'Addison's Good Will,' the same being also known as and being lots numbered one (1), four (4), five (5), except the part of lot five (5) lyingwest of the ralinoad, seven (7), eight (8), nine (9), ten (10) and eleven (11), in the subdivision of 'Blue Plains' and part of 'Bellevue', plat whereof is recorded in the land records of said District and Prince George's courty, state of Maryland, as will at large and more fully appear by the reference to the deed of the same to Hornee S. Cammings, as recorded in Liber No. 1062, folio 31 et seq., of the land records of the said District, which for the purposes of description is made a part of said deed of trust, ess the three (8) tracts or parcels thereof hereofore conveyed by the said Cummings as recorded."

Terms of sale: One-third of the purchase money in cash (of which \$500 must be deposited with the trustees at time of sale, with interest at six per centum per annum, payable cemi-annually, and secured by first lien on the property sold, or all cash, at purchaser's option, and if terms are not compiled with within the days from date of sale, with interest at six per centum per annum, payable eemi-annually, and secured by first lien on the property sold, or all cash, at purchaser's option, and if t DUNCANSON BROS., AUCTIONEERS.

TRUSTEES' SALE OF A LOT 25 FEET FRONT BY 99 FEET 104; INCHES IN DEPTH. ON THE EAST SIDE OF 11TH BETWEEN D AND E STREETS SOUTHWEST. IMPROVED BY PREMISES NO. 428 11TH STREET SOUTHWEST. By virtue of a certain deed of trust, dated the Sist day of July, A. D. 1896, and recorded in Liber 2144, folio 327 et seq., of the land records of the District of Columbia, and at the request of the holders of the notes secured thereby, we will offer at public auction, in front of the premises, ON FRIDAY, THE TWENTY-THIRD DAY OF FEBRUARY, A. D. 1900, AT HALF-PAST FOUR O'CLOCK P.M., the following described real estate, situate in the city of Washington, District of Columbia, to wit: All that part of original let numbered four (4) in square numbered three hundred and fifty-three (353), contained within the following metes and bounds, viz.: Beginning for the same on 11th street, one hundred and ninety (190) feet north of the southwest corner of said square, and running thence north on said street twenty-five (25) feet; thence east ninety-nine (99) feet, ten and one-half (10½) inches; thence south twenty-five (25) feet, and thence west ninety-nine (99) feet, ten and one-half (10½) inches; thence south twenty-five (25) feet, and thence west ninety-nine (99) feet, ten and one-half (10½) inches; thence south twenty-five (25) feet, and thence west ninety-nine (99) feet, ten and one-half (10½) inches; thences outh twenty-five (25) feet, and thence west ninety-nine (90) feet, ten and one-half (10½) inches; thences outh twenty-five (25) feet, and thence west ninety-nine (90) feet, ten and one-half (10½) inches; to the place of beginning, together with the improvements thereon.

place of beginning, together with the improvements thereon.

Terms of sale: One-third of the purchase money to be paid in cash and the balance to be paid in three equal installments, in one, two and three years, respectively, secured by deed of trust upon the property sold, with interest thereon, payable semi-annually, at the rate of 6 per cent per annum until paid, or all cash, at the option of the purchaser. A deposit of \$200 will be required at the time of sale. Sale to be closed in fifteen days from day of sale, otherwise the property will be resold at the risk and cost of defaulting purchaser, after five days' advertisement in some paper published in the city of Washington D. C. Conveyancing and revenue at cost of purchaser.

LOUIS D. WINE, Trustee.

AUCTION SALES. TOMORROW.

THOMAS DOWLING, AUCTIONEER.

THOMAS DOWLING, AUCTIONEER.

TRUSTEES SALE OF VALUARIE PROPERTY ON "D" STREET RETWEEN 1TTH AND 18TH STREETS NORTHWEST.

By Virtue of a deed of trust, dated the 28th day of May, 1896, and recorded in Liber 2120, at folio 286 et seq., one of the land records of the District of Columbia, and at the request of the party secured thereby, we, the undersigned trustees, will sell at auction in true of the premises on MONDAY, FEBRUARY WELFTH, 1900, AT HALF-PAST FOUR O'CLOCK P'M. the following described land and premises situate in the city of washington, District of Columbia, and designated numbered one bundred and seventy-two (172), improved by a large, nearly new 2-story brick stable, ance cash.

JESSE F. N. HUYCK.

LYTHE ABOVE SALE IS POSITIONED. IN consequence of the weather, until WEDNESDAY, FEBRUARY FOURTEENTH, 1900, same hour and place, by order of the trustees. THOMAS DOWLING & CO., AUCTIONEERS.

Regular sale of Household Effects, also conten regular also of Household Effects, also contents of private residence, removed to our auction rooms, 612 E st. a.w., for convenience of sale, ON WED-NESDAY, FEBRUARY FOURTEENTH, 1800, commencing at TEN O'CLOCK A.M., and consisting of nearly new Oak, Walnut and Iron Bedsteads, Oak Bureans and Wash Stands, Chiffoniers, Springa, Mattresses, Feather Bed, Pillows and Hearth Carlets, Folding Beds, Oak Sideboards and Burfet Ice Box, Brussels and Ingrain Carpets, Rugs, Matting, Parlor Furniture, Wicker and Fancy Rockers, Rattan Settee and Chair, Fancy Tables, Oak Dining Room Chairs, Extension Table, Table Linen, China, Glassware and Kitchen Utensiis, one Square Piano and Stove, Oak Wardrobe, 4 Are Lights, &c. Also, for constable, two fine Mahogany Wardrobes.

S. W. AUGENSTEIN. Auctioneer.

The entire stock of Fine Groceries, Whiskies, Wines and Fixtures in store 1204 32d st. n.w. at auction.

ON WEDNESDAY MORNING, FEBRUARY FOURTEENTH, AT TEN O'CLOCK, I will sell at store 1204 32d at. n.w. an elegant large stock of Imported and Domestic Groceries, Cenned Goods, Preserves, Jenns, 20 bbbs, Whitskies and Wines, Press, Sugars and Coffees and a usual assortment of fine goods found in first-class establishment; Fixures, Show Cases, Desks, Coffee Mills, Scales and one fine Horse, Wagon and Harness. This is one of the largest and best assorted stocks ever offered at auction. All to be sold in lots to suit the trade.

Terms cash. fe12-2t*

JAMES W. RATCLIFFE, AUCTIONEER.

JAMES W. RATCLIFFE, AUCTIONEER.

TRUSTERS SALE OF THREE-STORY BRICK HOUSE, NO. 220 FIRST STREET SOUTH-BAST.

By virtue of a deed of trust, duly recorded in Liber No. 1994, folio 333 et seq., of the land records for the District of Columbia, and at the request of the party secured thereby, we will offer for sale, by public auction, in front of the premises, on MONDAY, THE TWELFTH DAY OF FEBRUARY, 1990, AT HALF-PAST FOUR O'CLOCK P.M., the following described real estate, situate in the city of Washington, District of Columbia, to wit: Lot lettered "M." in F. W. Jones subdivision of certain original lots in square numbered seven hundred and thirty-two (732), according to the plat of sale subdivision as the same appears of fecord in the office of the surveyor for the District of Columbia in Subdivision Book marked R. W., at page 36, together with all the improvements, rights, &c.

Terms: One-third cresh, the balance in one and two years, with interest from the day of sale at 6 per cent per annum, payable semi-annually, secured by deed of trust on the property sold, or all cash, at the option of the purchaser. A deposit of \$200.09 required at time of sale. If the terms of sale are not complied with in fifteen days from the day of sale are not complied with in fifteen days from the day of sale the trustees reserve the right to resell the property at the risk and cost of the defaulting purchaser, after five days' advertisement of such resale in some newspaper published in Washington, D. C. All conveyancing, stamps, etc., at the cost of the purchaser.

THE ABOVE SALE IS POSTPONED, ON ACCOUNT of the rain, until WEDNESDAY, FOUR TEENTH FEBRUARY, 1900, at same hour and

SAMUEL CROSS, JAMES M. GREEN, Trustees,

FUTURE DAYS.

TRUSTERS' SALE OF 21 VALUARLE RUBLING
LORS LOCATED AT "TRINIDAD." ON THE
LINE OF THE B. AND O. RABLEOAD.
By virtue of a decree of the Supreme Court of
the District of Columbia, passed January 15.—,
in Equity cause numbered 20854, wherein the National Metropolitan Bank is complainant and John
E. Beall et al. are defendants, the undersigned, as
trustees, appointed by the self decree, will, on
1UESDAY, THE TWENTY-SEVENTH DAY OF
FEBRUARY, A.D. 1900, AT FOUR O'CLOCK P. M.,
sell, at public auction, on the premises, the foillowing property, located in the county of Washington,
District of Columbia, and designated as lots
numbered sixteen (16), seventeen (17), eighteen
(18), nineteen (19), twenty (20) and twenty-one
(21), in block numbered three (3); foir numbered
inte (9), ten (10), eleven (11), twelve (12), thirteen
(13), fourteen (14), fficen (15), sixteen (16) and
seventeen (17), in block numbered six (6); lots
numbered thirteen (13), fourteen (14), fficen (15)
and sixteen (16), in block numbered seven (7), and
lets numbered thereen (13), fourteen (14), fficen (15)
and distance (16), in block numbered seven (7), and 12:, of the records of the surveyor's office of said District. Each lot will be soid separately.

Terms of sale: One-fourth of the purchase money in cash, and the bainner in one, two, three and four years from date of sale, the deferred payments to bear interest at the rate of five per centure rannum, payable semi-annually, and secured by a deed of trust on the property soid, or all cash, at the option of the purchaser. All conveyancing, recording and revenue stamps at the cost of the purchaser. Terms of sale to be compiled with within ten days from date of sale, otherwise the trustees reserve the right to resell the said property at the risk and cost of the defaulting purchaser, after 5 days' notice of such resale in some newspaper published in the city of Washington, D. C. A deposit of \$100 will be required on each lot at time of sele.

JNO. B. LARNER, Trustee,

JNO. B. LARNER, Trustee, Adams building.
DUNCANSON BROS., Auctioneers. fel3-d&ds

THOS. J. OWEN, AUCTIONEER, 918 F ST. N.W.

THOS. J. OWEN, AUCTIONEER, 913 F ST. N.W.

ATTORNEY'S SALE OF THREE TWO-STORY
BRICK DWELLINGS, NOS. 724, 726 AND 728
BALL'S COURT, BETWEEN 2D AND 3D
STS., MASS. AVE. AND G ST. N.W.
On THURSDAY, FERRUARY FIFTEENTH,
1909, AT HALF-PAST FOUR O'CLOCK P.M., I
will sell, at public auction, to the highest bidder,
in front of the premises, lots numbered 54, 56 and
58, in square numbered 554, as per plat recorded,
in Subdivision Book 16, page 131, of the surveyor's office of the District of Columbia. Each lot
is improved by a good two-story brick dwelling, in
nice condition.

Terms of sale: One-half cash, balance in one
year, with interest from day of sale, secured by
deed of trust on the property sold, or all cash, at
purchaser's option. A deposit of \$100 required on
each lot at time of sale. Conveyancing, recording
and revenue stamps at cost of purchaser. Terms
of sale to be compiled with in fifteen days from
day of sale, or the property will be resold, at the
risk and cost of defaulting purchaser, after five
days' previous advertisement of such resale. Title
good or no sale. Keys can be obtained at the office of the attorney.

WARREN CHOATE,

Attorney for the Owner, 1416 F st. n.w.

WARREN CHOATE, Attorney for the Owner, 1416 F st. n.w.

fe10-dts AUCTION SALE OF UNREDEEMED PLEDGES. We will sell, at public auction, at the store of Steinem Bros., 1232 Penna. ave. "n.w., THURS-DAY, FEBRUARY FIFTEENTH, 1900, commencing at TEN O'CLOCK A.M., all pledges upon which the interest is overdue one year or more, consisting of Gold, Silver and Filled Watches, Gold Chains and Bracelets. Plain and Set Rings, Diamond Rings, Pins, Studs and Earrings, Opera Glasses, Silverware and all kinds of Jewelry. This sale to continue until all lots are sold. Holders of our tickets take notice.

WALTER B. WILLIAMS & CO., Aucts. fe8-6t

THOS. J. OWEN, AUCTIONEER.

Trustee's Sale of the Tracks, Roadbeds, Rolling Stock, Franchises, Plant. Etc., of the Capital

Railway Company.

By virtue of a deed of trust, dated the 1st day of May, A.D. 1897, and duly recorded among the land records of the District of Columbia in Liber 2227, folios 88 et seq., the undersigned trustee will, at the request of bondholders holding a majority of all the bonds issued and outstanding and secured by the terms of said deed of trust (default having been made in the payment of the semi-anunal interest thereon for a period of overchilty days), sell at public sale, in front of the power bonse of said company, in Amacostia, D.C. on SATURDAY, THE THIRD DAY OF MARCH, 1900, AT FOUR O'CLOCK P.M., the following described property, to wit: All the tracks, road-power bouse and plant and all overhead construction of and belonging to the said CAPILL RAIL-WAY COMPANY, wherever and wheresoever the same may now be or hereafter be or be situated. Terms of sale: One-third cash and the balance in one and two years, with these and the balance of the purchaser. A deposit of one thousand (\$1,000) dollars will be required at the inne of sale. All conveyancing, recording and revenue stamps are at the east of the purchaser. Terms of sale to be compiled with within ten days from date of sale, all conveyancing, recording and revenue stamps are at the east of the purchaser. Terms of sale to be compiled with within ten days from date of sale, otherwise the trustee reserves the right to reach the property at the risk and cost of the defaulting purchaser, after five days notice of such resale by advertising same in some newspaper published in Washington, D.C. Railway Company.